

Connie Diaz

From: Elizabeth Fishel
Sent: Thursday, April 9, 2020 11:19 AM
To: Bob Koppel; Blaise Scinto; Paul Malmud; Peter Daronco; John Schauble; Susan Mickley; Stephen Buenzow (CTR); Sommer Gilbert
Cc: Sean Spivey; Charles Mathias; Dana Shaffer; Donald Stockdale; Cecilia Sulhoff; Kari Hicks; Connie Diaz
Subject: FW: Union Wireless: Corrected Request for Emergency STA to Use Verizon Spectrum in Rural Wyoming
Attachments: Union Wireless -- Letter Requesting STA to Use Verizon AWS-3 Spectrum -- FINAL (Corrected)-- 04.02.20.docx; Union Wireless -- Letter Agreement w Verizon for Emergency Use of Spectrum -- 04.02.20.pdf

Good morning,

Shown below is the STA issued to allow Union Wireless to Verizon's AWS-3 spectrum in Lincoln County, Wyoming.

Please contact me if you have any questions.

Elizabeth (Beth) Fishel

Union Wireless's request for an emergency STA to operate on the spectrum; and within the market areas that are associated with Cellco Partnership's (Verizon) spectrum that is associated with Verizon's AWS-3 (AT) radio service station WQVP302 and AT radio service station WQVP213 in Lincoln County, Wyoming is granted via this email for a period of 60 days. Union Wireless must cease its operations on these AWS-3 channels if Verizon withdraws its approval for Union Wireless to use this spectrum at any time. Union Wireless will be using this spectrum to provide relief during the state-of emergency caused by the spread of the coronavirus throughout the United States.

This STA is authorized on a secondary non-interference basis. Union Wireless must cease operating on these frequencies if it causes harmful interference to any primary users. Any structure utilized to operate pursuant to this STA must comply with the height limitations specified in Section 17.7 of the Commission's rules or must be registered with the FAA.

Pursuant to 47 CFR § 27.1134(f), this authorization is conditioned upon Union Wireless coordinating with Federal incumbents prior to operating in the 1755-1780 MHz band. See generally NTIA-FCC Joint Coordination PN, DA 14-1023 (Jul. 18, 2014). All nonfederal operations in the 1755-1780 MHz bands are subject to the condition that the licensee must not cause harmful interference to an incumbent Federal entity relocating from these bands under an approved Transition Plan. See 47 CFR § 27.5(h) (implementing 47 U.S.C. § 309(j)(16(C))).

Union Wireless must file an STA application for Special Temporary Authorization to continue its operations within 10 days of today's date (April 9, 2020). In addition, please email a courtesy copy of the STA application to the FCC staff members on this email. The mailing addresses for courier/messenger delivery and for delivery by the U.S. Postal Service are listed at the bottom of this email.

STA applications being delivered via a courier or by messenger service must be sent to the address below:
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701

STA applications being delivered by the U.S Postal Service must be sent to the address below:

Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17325

From: Bob Koppel <bkoppel@fcclaw.com>
Sent: Friday, April 3, 2020 11:12 AM
To: Elizabeth Fishel <Elizabeth.Fishel@fcc.gov>
Cc: Charles Mathias <Charles.Mathias@fcc.gov>; Joel Taubenblatt <Joel.Taubenblatt@fcc.gov>; Blaise Scinto <Blaise.Scinto@fcc.gov>; Dana Shaffer <dana.shaffer@fcc.gov>
Subject: Union Wireless: Corrected Request for Emergency STA to Use Verizon Spectrum in Rural Wyoming

April 3, 2020

Beth,

Attached is a request from Union Telephone Company (“Union Wireless”) for an emergency STA for sixty (60) days to operate on the AWS-3 Block G (1755 - 1760 MHz / 2155 – 2160 MHz), Call Sign WQVP302, and the AWS-3 Block H (1760 – 1765 MHz / 2160 – 2165 MHz), Call Sign WQVP213, both licensed to Cellco Partnership d/b/a Verizon Wireless to assist with the substantial increase in demand on its existing network capacity due to the Coronavirus. Union will use this spectrum in Lincoln County, Wyoming.

This request is separate from the request of Union Wireless for an emergency STA to use T-Mobile’s spectrum in certain counties in Wyoming. The FCC has already granted that request.

Also attached is a Letter Agreement indicated the consent of Verizon Wireless to the use of this spectrum.

Please confirm receipt of this STA request.

Many thanks.

Bob Koppel

Robert S. Koppel
[LUKAS, LAFURIA, GUTIERREZ & SACHS, LLP](#) | 8300 Greensboro Drive, Suite 1200 | Tysons, VA 22102
703-584-8669 (W) | 301-318-5213 (M) | bkoppel@fcclaw.com

April 2, 2020

BY E-MAIL

Elizabeth Fishel
Wireless Telecommunications Bureau
Federal Communications Commission
1270 Fairfield Road
Gettysburg, Pennsylvania 17325-7245

Re: Union Wireless Application for Emergency STA to Operate on Verizon Wireless Spectrum in the AWS-3 Band

Dear Ms. Fishel:

Union Telephone Company (“Union Wireless”) seeks an emergency STA for sixty (60) days to operate on the AWS-3 Block G (1755 - 1760 MHz / 2155 – 2160 MHz), Call Sign WQVP302, and the AWS-3 Block H (1760 – 1765 MHz / 2160 – 2165 MHz), Call Sign WQVP213, both licensed to Cellco Partnership d/b/a Verizon Wireless, to assist with the substantial increase in demand on Union’s existing network capacity due to the Coronavirus. Union will use this spectrum in Lincoln County, Wyoming

Union Wireless is also submitting the Letter Agreement indicating the consent of Verizon Wireless to the use of this spectrum.

Union Wireless is seeing a significant increase in demand for its wireless broadband service. The Coronavirus lockdown has resulted in a shift of demand from workplaces with fiber access to homes without fiber access. In order for Union Wireless to continue to meet the increased demand and maintain a high level of service for its rural customers who are relying on their mobile phones at this time, Union Wireless urgently needs access to additional spectrum. Union Wireless submits that expeditious grant of this STA will assist rural citizens in maintaining high-quality access to broadband during this difficult time.

If you have any questions, please contact our regulatory counsel:

Robert S. Koppel
Lukas, LaFuria, Gutierrez & Sachs, LLP
8300 Greensboro Drive, Suite 1200
Tysons, VA 22102
bkoppel@fcclaw.com
703-584-8669

Sincerely,

Tommy Thoman
RF Engineer
Union Wireless
P.O. Box 160
850 N Hwy 414
Mountain View, WY 82939
Office: +1 307.782.4435
Mobile: +1 307.747.4435
Email: tthoman@Unionwireless.com

Attachment (Letter Agreement)

Cc (w/ attachment):
Blaise Scinto
Joel Taubenblatt
Charles Mathias
Dana Shaffer

LETTER AGREEMENT

This Letter Agreement (the "Agreement") is entered into as of this 2nd day of April 2020 (the "Effective Date"), by and between Celco Partnership, a Delaware general partnership doing business as Verizon Wireless ("Grantor"), and Union Telephone Company, a Wyoming corporation ("Grantee" and together with Grantor, collectively, the "Parties," and individually, a "Party").

WITNESSETH

WHEREAS, this Agreement is entered into at the request of the Federal Communications Commission ("FCC") in light of the exigent circumstances associated with the COVID-19 pandemic to enable Grantee to provide certain services as part of its COVID-19 emergency response measures;

WHEREAS, the FCC has issued to Grantor licenses to operate on certain electromagnetic frequencies in the 1755-1760 MHz and 2155-2160 MHz bands (the "Paired AWS-G Band") and 1760-1765 MHz and 2160-2165 MHz bands (the "Paired AWS-H Band") in the geographic market areas (the "Markets") specified in Schedule I attached hereto (the "FCC Licenses"); and

WHEREAS, the Parties enter into this Agreement in order (i) for Grantor to grant to Grantee the temporary and limited right to use the FCC Licenses in Lincoln County, Wyoming (the "Leased Area") for a period of 60 days starting on the date of this Agreement, and (ii) to memorialize the responsibilities of Grantee with respect to such temporary use.

NOW THEREFORE, the Parties hereby agree as follows:

1. Subject to the other provisions of this Agreement, Grantor provides Grantee the temporary and limited authority to operate on the FCC Licenses in the Leased Area for no fee for a period of 60 days following the date of this Agreement (the "Authority").
2. Grantee shall use the FCC Licenses only as necessary and exclusively as part of the Grantee's COVID-19 emergency response measures and shall make no other use of the Authority.
3. Grantee shall notify Grantor when it commences use of the Paired AWS-G Band and of the Paired AWS-H Band associated with the FCC Licenses.
4. Grantee shall provide Grantor, upon request, with information regarding Grantee's COVID-19 emergency response measures as such measures pertain to the use of the FCC Licenses.
5. Grantee shall not make any further use of the FCC Licenses after the expiration of the 60-day period, except upon the written consent of Grantor.

6. Grantee shall take whatever actions are reasonably necessary to resolve any interference-related matters arising from its operations on the FCC Licenses, including, but not limited to, any conflicts between Grantee and Grantor or any other licensed spectrum user.
7. Nothing in this Agreement shall confer upon Grantee any type of control over the FCC Licenses or of the frequencies whose use is authorized by the FCC Licenses.
8. Nothing in this Agreement shall be construed as a waiver of or as having any effect on the eligibility of Grantor for FCC auction bidding credits or as a Designated Entity.
9. Grantee shall be responsible for using the FCC Licenses consistent with the Communications Act of 1934, as amended, and the rules, regulations, orders, decisions, and written policies of the FCC.
10. Grantee shall submit all necessary FCC applications for its use of the FCC Licenses and shall obtain Grantor's approval before submission of each such FCC application.
11. Grantor shall not be required to provide any equipment necessary for Grantee to operate using the FCC Licenses.
12. Upon the Grantor receiving a written notice from a critical infrastructure provider licensed by the FCC that the provider has a need for a particular FCC License of the Grantor, as part of the provider's COVID-19 emergency response measures, and to the extent that the Grantee has not or is not utilizing the requested FCC License pursuant to this Agreement, Grantee shall work in good-faith with the Grantor to facilitate the availability of any such FCC License for the use of the requesting critical infrastructure licensee.
13. Grantee agrees to indemnify and hold harmless Grantor for any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) that arise out of (i) any use of the FCC Licenses by Grantee, or (ii) any failure by Grantee to perform any of Grantee's obligations under this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement effective as of the Effective Date.

GRANTOR:



GRANTEE:



Eric Woody/CEO

Schedule I

FCC Licenses

Call Sign	Radio Service	Market	Block	Frequencies	Leased Area
WQVP302	AT	CMA720 Wyoming 3 – Lincoln	G	1755-1760 MHz 2155-2160 MHz	Lincoln County, Wyoming
WQVP213	AT	EA143 Casper WY-ID-UT	H	1760-1765 MHz 2160-2165 MHz	Lincoln County, Wyoming

Geographic Area(s)

